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PROPOSED ATTORNEY FOR DEBTOR

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

IN RE	§	
	§	
FOUNDRY CLUB, LLC	§	Case No. 18-32177
DEBTOR	§	

RESPONSE TO MOTION TO COMPEL

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

COMES NOW, Foundry Club, LLC, ("Debtor"), in the above-styled and numbered cause, and files this its Response to Motion of CPUS Mockingbird, LP's Motion to Compel Assumption or Rejection of Lease Agreement ("Motion"), and in support thereof would respectfully show unto the Court as follows:

1. Debtor admits the allegations contained in paragraph 1 of the Motion.
2. Debtor admits the allegations contained in paragraph 2 of the Motion.
3. Debtor admits that it failed to pay the June and July 2018 rent and charges as asserted in paragraph 3 of the Motion. Debtor is unsure of the exact dollar amounts asserted in paragraph 3 of the Motion.

4. Debtor admits that it failed to pay the August 2018 rent and charges as asserted in paragraph 4 of the Motion. Debtor is unsure of the exact dollar amounts asserted in paragraph 4 of the Motion.
5. Debtor admits the allegations contained in paragraph 5 of the Motion.
6. Debtor believes the allegations contained in paragraph 6 of the Motion are true.
7. Debtor has insufficient knowledge to admit or deny the allegations contained in paragraph 7 of the Motion.
8. Debtor would show paragraph 8 correctly states the section referenced.
9. Debtor makes no response to paragraphs 9 and 10 of the Motion as they asserts no allegations against the Debtor.
10. Debtor denies the allegation contained in paragraph 11 of the Motion.
11. Debtor denies the allegations contained in paragraph 12 of the Motion.
12. Debtor would show that the allegations contained in paragraph 13 of the Motion are not the Debtor's obligation and the Landlord's agreement with the broker should not provide the basis for the Debtor's statutory time limits to be shortened.
13. The Debtor agrees that the Lease and operations of the space as asserted in paragraph 14 of the Motion are the Debtor's primary asset. The Debtor has been actively seeking a buyer for the business which would include an assumption of the Lease, however, the Debtor has not been able to obtain approval of any buyer at this point.
14. Debtor admits the allegations contained in paragraphs 15 and 16 of the Motion.
15. Debtor denies the allegations contained in paragraph 17 of the Motion.
16. Debtor denies the allegations contained in paragraph 18 of the Motion.

WHEREFORE, PREMISES CONSIDERED, Debtor, Foundry Club, LLC respectfully prays this Honorable Court enter an Order denying the Motion, and for such other and further relief, at law or in equity, to which Debtor may show itself justly entitled.

Respectfully submitted,

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BY: /s/ Eric Liepins
ERIC A. LIEPINS, SBN 12338110

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was sent to Brian Vanderwoude, 300 Crescent Court, Suite 400, Dallas, Texas 75201 via mail on this the 27th day of August 2018.

/s/ Eric Liepins
Eric A. Liepins